BILL NO. S-91-03-31

SPECIAL ORDINANCE NO. S-85-91

AN ORDINANCE approving **CONTRACT #91-01, RESTORATION OF WATER MAINTENANCE UTILITY CUTS** between **TOMCO CONSTRUCTION CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the **CONTRACT #91-01, RESTORATION OF WATER MAINTENANCE UTILITY CUTS** by and between **TOMCO CONSTRUCTION CO., INC.** and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> **restoration of concrete curbs, sidewalks, driveways, streets and alleys, and other materials that are adjacent to those cuts;**

the Contract price is Sixty-Eight Thousand Eight Hundred Eighty-Five and no/100 Dollars ($68,885.00), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Janet G. Bradbury
Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay
J. Timothy McCaulay, City Attorney

MISCELLANEOUS CUTS MADE BY THE WATER UTILITY
CONTRACT NUMBER 91-01

BASE BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE		TOMCO CONSTRUCTION CO. IN		WEIKEL COMPANY		MERBY CONSTRUCTION INC		BROOKS CONSTRUCTION INC		DEHNER CONSTRUCTION CO	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	PAVEMENT REMOVAL	1860	SY	$8.00	$14,880.00	$5.00	$9,300.00	$5.80	$10,788.00	$7.96	$14,805.60	$6.00	$11,160.00	$8.55	$15,903.00
2	CURB REMOVAL	550	LF	$5.00	$2,750.00	$4.50	$2,475.00	$3.80	$2,090.00	$8.00	$4,400.00	$3.50	$1,925.00	$5.00	$2,750.00
3	CONC. CURB/PAVE I-A	290	SY	$35.00	$10,150.00	$30.00	$8,700.00	$21.00	$6,090.00	$37.00	$10,730.00	$41.00	$11,890.00	$33.00	$9,570.00
4	CONC. CURB/PAVE II-A	230	LF	$10.00	$2,300.00	$6.00	$1,380.00	$13.00	$2,990.00	$8.00	$1,840.00	$32.00	$7,360.00	$45.00	$10,350.00
5	CONC CURB TYPE I-B	220	LF	$15.00	$3,300.00	$12.00	$2,640.00	$15.00	$3,300.00	$12.00	$2,640.00	$18.00	$3,960.00	$16.50	$3,630.00
6	CONC CURB TYPE II-B	40	LF	$20.00	$800.00	$14.00	$560.00	$16.00	$640.00	$14.00	$560.00	$24.00	$960.00	$30.00	$1,200.00
7	CONC. CURB TYPE III	290	LF	$20.00	$5,800.00	$13.00	$3,770.00	$16.00	$4,640.00	$14.00	$4,060.00	$14.00	$4,060.00	$20.00	$5,800.00
8	CONCRETE CURBFACE WALK	220	SY	$30.00	$6,600.00	$22.00	$4,840.00	$26.00	$5,720.00	$30.00	$6,600.00	$30.00	$6,600.00	$30.00	$6,600.00
9	CONCRETE SIDEWALK	360	SY	$25.00	$9,000.00	$20.00	$7,200.00	$21.00	$7,560.00	$30.00	$10,800.00	$24.00	$8,640.00	$25.00	$9,000.00
10	CONC WINGWALK W/RAMPS	70	SY	$30.00	$2,100.00	$25.00	$1,750.00	$26.00	$1,820.00	$34.00	$2,380.00	$35.00	$2,450.00	$30.00	$2,100.00
11	BRICK PAVEMENT REPAIR	40	SY	$300.00	$12,000.00	$85.00	$3,400.00	$108.50	$4,340.00	$60.00	$2,400.00	$150.00	$6,000.00	$100.00	$4,000.00
12	CONC PAVEMENT FOR DRIVES 6"	290	SY	$30.00	$8,700.00	$26.00	$7,540.00	$28.00	$8,120.00	$34.00	$9,860.00	$35.00	$10,150.00	$30.00	$8,700.00
13	CONC. PAVEMENT FOR DRIVES 8"	140	SY	$40.00	$5,600.00	$28.00	$3,926.00	$30.00	$4,200.00	$37.00	$5,180.00	$38.00	$5,320.00	$35.00	$4,900.00
14	SPEC. 7-BAG/CONC.PAVEMENT 9"	220	SY	$46.00	$10,120.00	$29.00	$6,380.00	$35.00	$7,700.00	$40.00	$8,800.00	$50.00	$11,000.00	$45.00	$9,900.00
15	ANCHOR BOLTS J-TYPE	290	EA	$10.00	$2,900.00	$7.00	$2,030.00	$9.50	$2,755.00	$7.00	$2,030.00	$8.00	$2,320.00	$7.00	$2,030.00
16	SPECIAL TRAFFIC MAINTENANCE	10	EA	$300.00	$3,000.00	$300.00	$3,000.00	$650.00	$6,500.00	$60.00	$600.00	$200.00	$2,000.00	$200.00	$2,000.00
	TOTAL BASE BID				$100,000.00		$68,885.00		$79,253.00		$87,685.60		$95,795.00		$98,433.00

MISCELLANEOUS CUTS MADE BY THE WATER UTILITY
CONTRACT NUMBER 91-01

BASE BID TABULATION

ITEM #	DESCRIPTION	QUANT.	UNIT	ENGINEER'S ESTIMATE		TOMCO CONSTRUCTION CO. IN		WEIKEL COMPANY		MERBY CONSTRUCTION INC		BROOKS CONSTRUCTION INC		DEHNER CONSTRUCTION CO	
				UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	PAVEMENT REMOVAL	1960	SY	$8.00	$14,880.00	$5.00	$9,300.00	$5.80	$10,788.00	$7.96	$14,805.60	$6.00	$11,160.00	$8.55	$15,903.00
2	CURB REMOVAL	550	LF	$5.00	$2,750.00	$4.50	$2,475.00	$3.80	$2,090.00	$8.00	$4,400.00	$3.50	$1,925.00	$5.00	$2,750.00
3	CONC. CURB/PAVE I-A	290	SY	$35.00	$10,150.00	$30.00	$8,700.00	$21.00	$6,090.00	$37.00	$10,730.00	$41.00	$11,890.00	$33.00	$9,570.00
4	CONC. CURB/PAVE II-A	230	LF	$10.00	$2,300.00	$6.00	$1,380.00	$13.00	$2,990.00	$8.00	$1,840.00	$32.00	$7,360.00	$45.00	$10,350.00
5	CONC CURB TYPE I-B	220	LF	$15.00	$3,300.00	$12.00	$2,640.00	$15.00	$3,300.00	$12.00	$2,640.00	$18.00	$3,960.00	$16.50	$3,630.00
6	CONC CURB TYPE II-B	40	LF	$20.00	$800.00	$14.00	$560.00	$16.00	$640.00	$14.00	$560.00	$24.00	$960.00	$30.00	$1,200.00
7	CONC. CURB TYPE III	290	LF	$20.00	$5,800.00	$13.00	$3,770.00	$16.00	$4,640.00	$14.00	$4,060.00	$14.00	$4,060.00	$20.00	$5,800.00
8	CONCRETE CURBFACE WALK	220	SY	$30.00	$6,600.00	$22.00	$4,840.00	$26.00	$5,720.00	$30.00	$6,600.00	$30.00	$6,600.00	$30.00	$6,600.00
9	CONCRETE SIDEWALK	360	SY	$25.00	$9,000.00	$20.00	$7,200.00	$21.00	$7,560.00	$30.00	$10,800.00	$24.00	$8,640.00	$25.00	$9,000.00
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11	BRICK PAVEMENT REPAIR	40	SY	$300.00	$12,000.00	$85.00	$3,400.00	$108.50	$4,340.00	$60.00	$2,400.00	$150.00	$6,000.00	$100.00	$4,000.00
12	CONC PAVEMENT FOR DRIVES 6"	290	SY	$30.00	$8,700.00	$26.00	$7,540.00	$28.00	$8,120.00	$34.00	$9,860.00	$35.00	$10,150.00	$30.00	$8,700.00
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16	SPECIAL TRAFFIC MAINTENANCE	10	EA	$300.00	$3,000.00	$300.00	$3,000.00	$650.00	$6,500.00	$60.00	$600.00	$200.00	$2,000.00	$200.00	$2,000.00
	TOTAL BASE BID				$100,000.00		$68,885.00		$79,253.00		$87,685.60		$95,795.00		$98,433.00

CONSTRUCTION CONTRACT

Board Order #12-91 **Contract #91-01** **Work Order 64244**

THIS CONTRACT made and entered into in triplicate this 20 day of March 1991, by and between **TOMCO CONSTRUCTION CO., INC.,** herein called **CONTRACTOR** and the **CITY OF FORT WAYNE, INDIANA,** an Indiana Municipal Corporation, acting by and through the **Mayor**, and the **Board of Public Works & Safety**, herein called **OWNER,**

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE I. SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

> **To repair utility cuts that were made by the Water Utility.**

All in accordance with the specifications of Contract #91-01 prepared by the Fort Wayne Water Engineering Department, Street Engineering Department and Right-of-Way Cut Permit Specifications and special provisions, and according to the Detailed Specifications and Conditions contained within the Bid Specifications for Contract #91-01.

ARTICLE 2: THE CONTRACT SUM

The owner shall pay **CONTRACTOR** for the performance of the contract, the unit price sum of **Sixty-Eight Thousand Eight Hundred Eighty-Five and no/100 ($68,885.00) Dollars.** In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR**'s proposal.

ARTICLE 3: PROGRESS PAYMENTS

The **OWNER** shall make payments on account of the contract as provided herein, as follows:

> Monthly progress payments will be made by **OWNER** upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the **15th day** of the **following**

month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the **CONTRACTOR** and approved or revised by the Engineering Department of the **OWNER** less the aggregate of previous payments, will be paid by **OWNER** to the **CONTRACTOR.**

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works & Safety will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works & Safety, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractor(s) that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids for Contract No. 91-01
b. Instructions to Bidders for Contract No. 91-01
c. Contractor's Proposal dated 27 February 1991
d. Fort Wayne Engineering Department Drawing n/a
e. Supplemental Specifications for Contract 91-01
f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)
h. Prevailing Wage Scale
i. Performance and Guaranty Bond
j. Labor and Material Payment Bond
k. Right-of-Way Cut Permits
l. Comprehensive Liability Insurance Coverage
m. Form 96
n. EBE Statement

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER.**

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance in force and issued in connection with the work to be performed under this contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the **OWNER** and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works & Safety.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **sixty (60) consecutive calendar days** after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the **OWNER** by the Mayor and Board of Public Works & Safety of the City of Fort wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written in.

CONTRACTOR: TOMCO CONSTRUCTION CO., INC.

By: David Newell
David Newell, Vice-President

CITY OF FORT WAYNE, INDIANA

By: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

_____
Charles E. Layton, Director
Public Works

_____
Michael McAlexander, Director
Public Safety

_____
Douglas M. Lehman, Director
Administration & Finance

ATTEST: Patricia Crick
Patricia Crick, Clerk

THIS DOCUMENT PREPARED BY TERRY L. ATHERTON, P.E., L.S., DIRECTOR OF WATER RESOURCES, ENGINEERING AND SERVICES

TO: CITY ATTORNEY

FROM: BOARD OF PUBLIC WORKS

APPROVED BY: _____
Charles E. Layton

DATE: March 20, 1991

SUBJECT: Contract #91-01, Restoration of Water Maintenance Utility Cuts

FILE # ASSIGNED BY RECORD LIBRARIAN

ACTION REQUEST: Please prepare an ordinance to be introduced on March 26, 1991 approving Contract #91-01, Restoration of Water Maintenance Utility Cuts. Tomco Construction Co., Inc., is the contractor.

Read the first time in full and on motion by Bradbury, seconded by Redd, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____, day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATED: 3-26-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Burns, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	8			1
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY	✓			
LONG	✓			
REDD				
SCHMIDT	✓			✓
TALARICO	✓			

DATED: 4-9-91.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~ (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-85-91 on the 9th day of April, 19 91,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of April, 19 91, at the hour of 1:30 o'clock P.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of April, 19 91, at the hour of 16:00 o'clock P.M.,E.S.T.

PAUL HELMKE, MAYOR

n. Appr.

TITLE OF ORDINANCE: Contract 91-01, Restoration of Water Maintenance Utility Cuts.

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: Contract 91-01, Restoration of Water Maintenance Utility Cuts, is for restoration of concrete curbs, sidewalks, driveways, streets and alleys, and other materials that are adjacent to those cuts. Tomco Construction Co., Inc., is the contractor. **PRIOR APPROVAL IS BEING REQUESTED 3/26/91.**

EFFECT OF PASSAGE: Continued deterioration of streets from unrepaired pavement cuts, along with unresolved citizen complaints.

EFFECT OF NON PASSAGE:

A-91-03-31

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $68,885.00

ASSIGNED TO COMMITTEE:

BILL NO. S-91-03-31

REPORT OF THE COMMITTEE ON PUBLIC WORKS

JANET G. BRADBURY, CHAIRPERSON
CLETUS R. EDMONDS, VICE CHAIRMAN
GiaQUINTA, REDD, HENRY

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving CONTRACT #91-01, RESTORATION OF WATER MAINTENANCE UTILITY CUTS between TOMCO CONSTRUCTION CO., INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

DO PASS	DO NOT PASS	ABSTAIN	NO REC
J.G. Bradbury			

DATED: 4-9-91.

Sandra E. Kennedy
City Clerk